

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
BOSTON DIVISION

CIVIL ACTION NO. 05 10706 rcl

GARDEN CITY BOXING CLUB, INC.  
as Broadcast Licensee of the May 3, 2003  
DelaHoya/Campas, Program  
Plaintiff

v.

THADDEUS PELEZAR a/k/a TEDDY  
PELSER, Individually, and as officer,  
Director, shareholder and/or principal  
of BERKELEY SOCIAL CLUB, INC.  
d/b/a BERKELEY SOCIAL CLUB, and  
BERKELEY SOCIAL CLUB, INC. d/b/a  
BERKELEY SOCIAL CLUB  
Defendants

**ANSWER OF THE DEFENDANT, THADDEUS PELEZAR, a/k/a TEDDY PELSER,  
INDIVIDUALLY AND AS OFFICER, DIRECTOR, SHAREHOLDER AND/OR  
PRINCIPAL OF BERKELEY SOCIAL CLUB, INC., ET AL**

The Defendant, Thaddeus Pelezar, a/k/a Teddy Pelser, ("Pelezar") individually and as Officer, Director, Shareholder, and/or Principal of Berkeley Social Club, Inc., hereby makes the following Answer to the Plaintiff's Complaint:

**JURISDICTION AND VENUE**

1. The averments contained in Paragraph 1 of the Complaint do not require a response from the Defendant.
2. The averments contained in Paragraph 2 of the Complaint do not require a response from the Defendant.
3. Admitted, insofar as the Defendant, Thaddeus Pelezar, resides in the Commonwealth of Massachusetts, and the Defendant, Berkeley Social Club, Inc., is organized under the laws of the Commonwealth of Massachusetts, and maintains a principal place of business in the Commonwealth of Massachusetts.

4. Denied, insofar as the allegations that the Defendant, Thaddeus Pelezar, committed wrongful acts or consisting of the tortuous conversion of property of the Plaintiff within the control of the Plaintiff in the Commonwealth of Massachusetts.

#### **PARTIES**

5. The Defendant Pelezar is without sufficient information to either admit or deny the averments contained within Paragraph 5 of the Complaint.
6. Admitted.
7. Admitted, insofar as the Defendant, Berkeley Social Club, Inc., is a business having its place of business at 41 Pleasant Street, Lawrence, MA 01841.
8. Admitted.
9. Denied.
10. Denied.

#### **COUNT I**

11. The Defendant, Pelezar, restates and reavers by reference all of the statements made in Paragraphs 1-10, above, as if fully stated herein.
12. The Defendant Pelezar is without sufficient information to either admit or deny the averments contained within Paragraph 12 of the Complaint.
13. The Defendant Pelezar is without sufficient information to either admit or deny the averments contained within Paragraph 13 of the Complaint.
14. The Defendant Pelezar is without sufficient information to either admit or deny the averments contained within Paragraph 14 of the Complaint.
15. Denied.
16. Denied.
17. The Defendant Pelezar is without sufficient information to either admit or deny the averments contained within Paragraph 17 of the Complaint.
18. Denied.
19. The Defendant Pelezar is without sufficient information to either admit or deny the averments contained within Paragraph 19 of the Complaint.

20. Denied.

21. Denied.

## **COUNT II**

22. The Defendant, Pelezar, restates and reavers by reference all of the statements made in Paragraphs 1-21, above, as if fully stated herein.

23. Denied.

24. Admitted, insofar as to the averments that state the prohibitions described in 47 U.S.C. sec. 605(e)(4). Denied as to the remaining averments.

25. Denied.

26. Denied.

27. Denied.

## **COUNT III**

28. The Defendant, Pelezar, restates and reavers by reference all of the statements made in Paragraphs 1-27, above, as if fully stated herein.

29. Denied.

30. The Defendant Pelezar is without sufficient information to either admit or deny the averments contained within Paragraph 30 of the Complaint.

31. Denied.

32. Denied.

33. Denied.

## **AFFIRMATIVE DEFENSES**

**In further answer to the Plaintiff's Complaint, the Defendant asserts the following affirmative defenses:**

### **FIRST DEFENSE**

The Defendant says that the Plaintiff's Complaint fails to set forth facts constituting a cause of action and therefore cannot recover.

### **SECOND DEFENSE**

The Defendant says that the action of the Plaintiff is barred by the applicable statute of limitations.

### **THIRD DEFENSE**

The claims arising out of the subject matter of the transactions and occurrences alleged are barred by an absence of legal responsibility on the part of the Defendant.

### **FOURTH DEFENSE**

The Defendant says that there has been insufficiency of process by the Plaintiff.

### **FIFTH DEFENSE**

The Defendant says that there has been insufficiency of service of process by the Plaintiff.

### **SIXTH DEFENSE**

The Plaintiff is barred from recovery under the doctrine of laches.

### **SEVENTH DEFENSE**

The Plaintiff's fraud and other inequitable conduct amount to unclean hands, which bars it from the relief sought.

### **EIGHTH DEFENSE**

The defendant states that the plaintiff is not entitled to recover in this action due to promissory estoppel.

### **NINTH DEFENSE**

The defendant states that the plaintiff, by its conduct and actions and/or the conduct and actions of its agents and servants, are estopped to recover any judgment against the defendant.

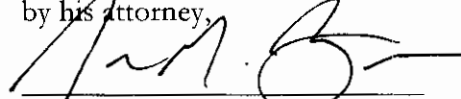
### **TENTH DEFENSE**

The defendant states that he was not an officer, director, shareholder, and/or principal of the Berkeley Social Club, Inc., on the date of the alleged incident, and therefore is not individually liable for any of the actions which are alleged by the Plaintiff.

**WHEREFORE**, the Defendant, Thaddeus Pelezar, a/k/a Teddy Pelser, demands that the complaint be dismissed and judgment enter in favor of the Defendant, with the costs of this action, or such other and further relief as the Court deems just and appropriate.

The Defendant, Thaddeus Pelezar, a/k/a Teddy Pelser., demands a Trial by Jury in this action.

Respectfully submitted,  
Thaddeus Pelezar, a/k/a Teddy Pelser  
by his attorney,

A handwritten signature in black ink, appearing to read 'J.M. Bowers', is written over a horizontal line.

James M. Bowers, Esq.  
Law Offices of James M. Bowers  
261 Common Street  
Lawrence, MA 01840  
(978) 686-8262  
MA BBO#558759

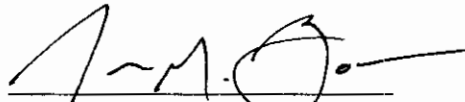
Dated: June 9, 2005

**CERTIFICATE OF SERVICE**

I, James M. Bowers, Esq., hereby certify that I have served a copy of the within **Answer of the Defendant, Thaddeus Pelezar, a/k/a Teddy Pelser**, via first-class mail, postage prepaid, and facsimile, to:

Wayne Lonstein, Esq.  
Lonstein Law Office, P.C.  
One Terrace Hill  
P.O. Box 351  
Ellenville, NY 12428

Signed under the pains and penalties of perjury this 9<sup>th</sup> day of June, 2005.



James M. Bowers, Esquire.